

EXHIBIT [X]
**MULCH & COMPOST PROCUREMENT REQUIREMENTS FOR LANDSCAPING
SERVICE PROVIDERS**

In November 2020, the California Department of Resources Recovery and Recycling (“CalRecycle”) adopted regulations pursuant to Senate Bill 1383 (“SB 1383”) to divert organic waste from landfills. As relevant here, the CalRecycle regulations (California Code of Regulations Title 14, Division 7, Chapter 12) require the County to annually procure a specified amount of recovered organic waste products, including mulch and compost. To facilitate County compliance with CalRecycle’s SB 1383 regulations, the Contractor shall procure mulch and compost for all landscaping services provided to the County under this Agreement in conformance with the following requirements.

1. SB 1383 Compliant Compost

- A. For purposes of this Exhibit, “compost” shall mean those products defined in 14 CCR Section 17896.2(a)(4). Compost derivative products—such as compost tea—are not considered compost for purposes of this Exhibit. Soil blends that include a percentage of SB 1383 compliant compost or mulch shall be reported to capture the amount of compliant material included. The County shall provide the calculation worksheets for the Contractor to record the amount of SB 1383 compliant material included in soil blends.
- B. Except as expressly authorized in writing by the County, Contractor shall use compost produced at one of the following facilities for all services provided to the County under this Agreement:
 - i. A compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7,
 - ii. A large volume in-vessel digestion facility that composts on-site, as defined and permitted under 14 CCR Chapter 3.2 of Division 7.
- C. The County may provide a list of qualifying facilities to assist Contractor in satisfying these sourcing requirements.

2. SB 1383 Compliant Mulch

- A. Except as expressly authorized in writing by the County, Contractor shall use mulch produced at one of the following facilities for all services provided to the County under this Agreement:
 - i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

- iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
- B. The County may provide a list of qualifying facilities to assist Contractor in satisfying these sourcing requirements.
- C. Except as expressly authorized in writing by the County, Contractor shall use mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3) for all services provided under this Agreement.
- D. Contractor may also use (i) mulch it produces through on-site chipping and grinding that does not meet the requirements of this Exhibit or (ii) mulch that is provided by the County. Such mulch is not “SB 1383 compliant mulch,” but may be used with the County’s prior written consent.

3. SB 1383 Compliant Record-Keeping and Reporting Requirements

- A. County shall provide Contractor a designated contact for the receipt of the records, information, and reports required by this section (3) and notifications required by section (4).
- B. For purposes of this Exhibit “SB 1383 compliant mulch and compost” means compost and mulch procured by Contractor on behalf of the County to provide the goods or services pursuant to this Agreement that meets the sourcing and quality requirements of 14 CCR Section 18993.1(f)(1) and (4), as summarized in sections (1) and (2) of this Exhibit. For purposes of this Exhibit, mulch produced by Contractor through on-site chipping and grinding and mulch provided by the County is not SB 1383 compliant mulch and is not subject to the record-keeping requirements below.
- C. Contractor shall provide the reports described in subsection (D) to the County according to the following schedule:
 - i. Contractor shall submit an initial summary report on or before August 1, 2022. The initial summary report shall cover January 1, 2022, through June 30, 2022.
 - ii. Contractor shall submit an annual summary report on or before June 1, 2023. This annual summary report shall cover the 2022 calendar year.
 - iii. For the duration of the Agreement, Contractor shall submit annual summary reports on or before June 1 every year thereafter to report on the previous calendar year.
 - iv. Contractor shall submit a final summary report that covers all months of the final calendar year the Agreement is in effect. The final summary report is due on the last day of the Agreement term.
- D. Contractor’s initial, annual, and final summary reports shall include the following information and records for the relevant reporting period:
 - i. The quantity of SB 1383 compliant mulch and compost procured, measured in tons or cubic yards.

- ii. The name, physical location, and contact information for each facility from whom SB 1383 compliant mulch and compost was procured by Contractor.
 - iii. A general description of how and where the SB 1383 compliant mulch and compost was used, including warehousing for future County use.
 - iv. Copies of invoices, receipts, or other proof of purchase (in either paper or electronic form) evidencing Contractor's procurement of SB 1383 compliant mulch and compost.
- E. The County may provide a form or template to assist Contractor in satisfying these reporting requirements.
- F. Contractor shall maintain all documents supporting compliance with the cited regulations for a period of not less than five years from the date of purchase of SB 1383 compliant mulch and compost.
- G. Contractor shall coordinate with the County if deadlines cannot be met during the term of the Agreement. Contractor and County shall mutually agree to any changes to reporting dates and deadlines.

4. Ongoing Sustainable Purchasing Practices:

During the term of this Agreement, the Contractor shall:

- A. Notify the County when and if SB 1383 compliant mulch and compost products are temporarily or permanently unavailable and timely suggest alternative products.
- B. Identify additional opportunities for the County to reduce its environmental impact as opportunities become available, including by identifying new cost-conscious, environmentally friendly, and sustainable uses for SB 1383 mulch and compost.